

**IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

UNITED STATES OF AMERICA)
)
)
v.) **CR. NO. 2:07-cr-230-TFM**
)
CHARLES E. SANDERS)

UNITED STATES' REQUESTED JURY INSTRUCTIONS

Comes now the United States of America, by and through LEURA CANARY, United States Attorney for the Middle District of Alabama, and requests this Court to instruct the jury with the attached instruction in addition to the standard jury instructions.

Respectfully submitted this 5th day of March, 2008.

LEURA CANARY
United States Attorney

s/Christopher James
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GOVERNMENT'S REQUESTED JURY INSTRUCTION NO. 1

NEGOTIATING A WORTHLESS NEGOTIABLE INSTRUMENT

Alabama Statute Section 13A-9-13.1

The defendant can be found guilty of the offense of Negotiating a Worthless Negotiable Instrument only if all of the following facts are proved beyond a reasonable doubt:

First: The Defendant negotiates or delivers a negotiable instrument;

Second: That the negotiable instrument was for a thing of value

Third: That the Defendant did so with the intent, knowledge, or expectation that it will not be honored by the drawee.

For purposes of Alabama Statute Section 13A-9-13.1, it is prima facie evidence that the maker or drawer intended, knew, or expected that the instrument would not be honored if payment was refused by the drawee for lack of funds, upon presentation within 30 days after delivery, and the maker or drawer shall not have paid the holder thereof the amount due thereon, together with a service charge within 10 days after receiving written notice from the holder of the instrument that payment was refused upon the instrument, as provided in Section 13A-9-13.2

GIVEN _____

REFUSED _____

GOVERNMENT'S REQUESTED JURY INSTRUCTION NO. 2

NEGOTIATING A WORTHLESS NEGOTIATE INSTRUMENT; NOTICE

Alabama Statute Section 13A-9-13.2

Notice mailed by certified or registered mail, evidenced by return receipt, to the address printed on the instrument or given at the time of issuance shall be deemed sufficient and equivalent to notice having been received by the person making, drawing, uttering, or delivering the instrument.

The form of notice shall be substantially as follows:

"This statutory notice is provided pursuant to [Section 13A-9-13.2 of the Alabama Code](#). You are hereby notified that a check or instrument numbered _____, apparently issued by you on _____ (date), drawn upon _____ (name of bank), and payable to _____, has been dishonored. Pursuant to Alabama law, you have 10 days from receipt of this notice to tender payment of the full amount of the check or instrument plus a service charge of not more than \$ _____. (fill in appropriate amount as provided by law), the total amount due being \$ _____. Unless this amount is paid in full within the specified time above, the holder of the check or instrument may assume that you delivered the instrument with intent to defraud and may turn over the dishonored instrument and all other available information relating to this incident to the proper authorities for criminal prosecution."

GIVEN _____

REFUSED _____

GOVERNMENT'S REQUESTED JURY INSTRUCTION NO. 3

DEFINITIONS

§ 7-3-104. Negotiable instrument.

(a) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

(1) Is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(2) Is payable on demand or at a definite time; and

(3) Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

(b) "Instrument" means a negotiable instrument.

(c) An order that meets all of the requirements of subsection (a), except subdivision (1), and otherwise falls within the definition of "check" in subsection (f) is a negotiable instrument and a check.

(d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this article.

(e) An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.

(f) "Check" means (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check. An instrument may be a check even though it is described on its face by another term, such as "money order."

(g) "Cashier's check" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.

(h) "Teller's check" means a draft drawn by a bank (i) on another bank, or (ii) payable at or through a bank.

(i) "Traveler's check" means an instrument that (i) is payable on demand, (ii) is drawn on or payable at or through a bank, (iii) is designated by the term "traveler's check" or by a substantially similar term, and (iv) requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.

(j) "Certificate of deposit" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

§ 7-1-201. General definitions.

(15) "Delivery," with respect to an instrument, document of title, or chattel paper, means voluntary transfer of possession.

GIVEN _____

REFUSED _____

CERTIFICATE OF SERVICE

UNITED STATES v. CHARLES SANDERS

I hereby certify that on March 5, 2008, I electronically filed the foregoing Requested Jury Instructions with the Clerk of the Court using the CM/ECF system which will send notification of such filing to counsel of record.

/s/Christopher James
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